

STATE OF ILLINOIS
BEFORE THE
ILLINOIS COMMERCE COMMISSION

Level 3 Communications, L.L.C.	:	
	:	
Petition for Arbitration Pursuant to Section	:	
252(b) of the Communications Act of 1934,	:	04-0428
as amended by the Telecommunications	:	
Act of 1996, and the Applicable State Laws	:	
for Rates, Terms, and Conditions of	:	
Interconnection with Illinois Bell Telephone	:	
Company (SBC Illinois).	:	

Direct Prefiled Testimony of Susan A. Bilderback

On Behalf of Level 3 Communications, LLC

September 3, 2004

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4 **Q: PLEASE STATE YOUR FULL NAME, PROFESSIONAL DESIGNATION, AND**
5 **BUSINESS ADDRESS.**

6 **A:** My name is Susan A. Bilderback. I am a Project Manager with Level 3 Communications,
7 LLC. My business address is 1025 Eldorado Blvd, Broomfield, Colorado, 80021

8 **Q: ON WHOSE BEHALF ARE YOU TESTIFYING HERE TODAY?**

9 **A:** I am filing this testimony on behalf of Level 3 Communications, LLC of Broomfield,
10 CO. ("Level 3")

11
12 **Q: PLEASE DESCRIBE YOUR ACADEMIC AND PROFESSIONAL**
13 **BACKGROUND.**

14 **A:** I received a BA degree in Secondary Education from Adams State College in 1972 and
15 have attended post-graduate classes at Metropolitan State College in Denver.

16 From 1972 to 1988, prior to my career in telecommunications, I taught secondary
17 education (high school and middle school) in several counties in Colorado. In 1989 I
18 changed careers and started working as a billing analyst for Western Telecommunications
19 Inc., a small switchless carrier out of Littleton, Colorado, where I approved circuit
20 designs and verified ILEC billing accuracy until 1992. From 1992 until coming to Level
21 3 in 1998, I was a Facility Engineer with Qwest Communications (formerly SP Telcom).

1 My primary responsibility there was to manage, nation-wide, the ILEC entrance facilities
2 into the Qwest's points of presence along their newly constructed fiber routes.

3 **Q: PLEASE DESCRIBE YOUR RESPONSIBILITIES AT LEVEL 3.**

4 **A:** I am currently the single point of contact for all Level 3 Communications, LLC ILEC
5 collocations. For the past six years I have been responsible for managing all new ILEC
6 collocation installations, augments and billing issues for Level 3. I have participated in
7 ILEC Interconnection negotiations for the past four years between Level 3
8 Communications, LLC and Qwest, SBC, Sprint, Verizon and Bell South.

9 **Q: PLEASE SUMMARIZE YOUR TESTIMONY.**

10 **A:** The purpose of my testimony is to address one of the remaining issues dealing with both
11 virtual and physical collocation and one definitional issue. Briefly, I show that (1) it is
12 necessary to adopt a definition of digital cross connect panel in order to forego any
13 ambiguity in the agreement and (2) SBC should not be allowed to unilaterally deem what
14 is appropriate or necessary for collocation, nor should it be allowed to decide unilaterally
15 what equipment meets minimum safety standards – standards which are ambiguously
16 defined by SBC.

17 **Q: PLEASE EXPLAIN HOW YOUR TESTIMONY IS STRUCTURED.**

18 **A:** First I address a definitional issue. Then, since the second issue overlaps between
19 physical and virtual collocation, I group these together as indicated at the beginning of
20 the section. I state the issue and the corresponding language in dispute, then provide
21 rational as to Level 3's position.

While Ms. Mandell addresses three collocation issues each in her testimony (denial of Level 3's ability to avail itself of an SBC tariff and the dispute resolution and escrow related terms respectively), the issues I address are:

Issue DEF-6: Should the definition of a digital cross connect (DSX) panel be limited to only T1 lines which is only one of the possible ways a party can connect with the DSX panel?

Issue Nos. PC 2 and VC 2: Should Level 3 be permitted to collocate equipment that SBC has unilaterally determined is not necessary for interconnection or access to UNEs or does not meet minimum safety standards?

Issue DEF-6: Should the definition of a digital cross connect (DSX) panel be limited to only T1 lines which is only one of the possible ways a party can connect with the DSX panel?

Q: WHAT IS THE PROPOSED DEFINITION IN DISPUTE CONCERNING DIGITAL CROSS CONNECT PANEL?

A: The language in dispute is the following (SBC's language is shown in *bold, italic* and Level 3's language **bold, underlined**):

"Digital Cross Connect Panel" (DSX Panel) is a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates bay or panel to which T-1 lines and circuit packs are wired and that permits cross-connections by patch cords and plugs.

Q: PLEASE EXPLAIN LEVEL 3'S POSITION REGARDING THIS ISSUE.

A: Level 3's suggested language includes language agreed to in the previous agreement and accurately describes the function of the DSX panel. The definition is flexible enough to include other methods of interconnection. Contrary to SBC's assertion, the term digital cross connect panel is used in the agreement, e.g. sections 31.5.6 and 31.5.8 of the physical collocation section. Insofar as the term is utilized, again contrary to SBC's assertion, it is incumbent upon the parties to provide a definition.

1 **Q: WOULD YOU SUMMARIZE WHAT LEVEL 3 IS SEEKING IN RESPECT TO**
2 **THIS ISSUE?**

3 A: In order to avoid misunderstanding and to promote as much flexibility in interconnection
4 as is warranted, the Commission should adopt Level 3's proposed definition.

5
6 **Issue No. PC 2: Should Level 3 be permitted to collocate equipment that SBC has**
7 **unilaterally determined is not necessary for interconnection or access to UNEs or**
8 **does not meet minimum safety standards?**

9
10 **Issue No. VC 2: Should Level 3 be permitted to collocate equipment that SBC has**
11 **unilaterally determined is not necessary for interconnection or access to UNEs or**
12 **does not meet minimum safety standards?**
13

14 **Q: WHAT IS THE PROPOSED LANGUAGE IN DISPUTE CONCERNING ISSUE**
15 **PC 2?**

16 A: The language in dispute is the following (SBC's language is shown in ***bold, italic*** and
17 Level 3's language **bold, underlined**):

18
19 6.13 *In the event that **LEVEL 3** submits an application requesting collocation of*
20 *certain equipment and **SBC-13STATE** determines that such equipment is not*
21 *necessary for interconnection or access to UNEs or determines that **LEVEL 3's***
22 *equipment does not meet the minimum safety standards or any other requirements of*
23 *this Appendix, **LEVEL 3** must not collocate the equipment unless and until the dispute*
24 *is resolved in its favor. **LEVEL 3** will be given ten (10) business days to comply with*
25 *the requirements and/or remove the equipment from the collocation space if the*
26 *equipment was already improperly collocated.*
27
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29

30 **Q: WHAT IS THE PROPOSED LANGUAGE IN DISPUTE CONCERNING ISSUE**
31 **VC 2?**

32 A: The language in dispute is the following, where SBC's language is shown in bold, italic
33 and Level 3's language bold, underlined:

1.10.10 *In the event SBC-13STATE believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that LEVEL 3's equipment does not meet the minimum safety standards, LEVEL 3 must not collocate the equipment unless and until the dispute is resolved in its favor. LEVEL 3 will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already is collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, SBC-13STATE or LEVEL 3 may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that LEVEL 3's equipment does not meet the minimum safety standards above, LEVEL 3 must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly..*

Q: PLEASE EXPLAIN LEVEL 3'S POSITION REGARDING ISSUE NUMBERS PC 2 AND VC 2.

A: SBC should not be allowed to preemptively block the placement of equipment as it sees fit until it is determined the equipment is acceptable for placement; such action could unnecessarily delay Level 3's ability to compete and provide services to its customers. Acceding to SBC's position provides SBC the unbalanced discretion to deny Level 3 collocation of equipment required to provision services to a customer pursuant to its obligations to such customer. Should the balance of power be shifted to SBC in this instance, there would be a built in incentive to deny Level 3 the ability to collocate equipment in order to inhibit Level 3 from fulfilling its obligations to its customers. The agreement already provides adequate safeguards to SBC and appropriate processes to redress any grievances as to improperly collocated equipment.

According to FCC rules, if an ILEC "objects to collocation of equipment by a requesting telecommunications carrier for purposes within the scope of section 251(c)(6) of the Act, the incumbent LEC shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the

standards set forth in paragraph (b) of this section.” (47 C.F.R.51.323(c)). The FCC rules make clear that this rule does not allow SBC to *preemptively* deny collocation.

In addition, 47 C.F.R.51.323(c) states, in part, that an ILEC “may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that the incumbent LEC applies to its own equipment.” SBC’s proposed language is not only is preemptive, but also creates ambiguity with respect to the proper level of safety standards.

While the language in the Virtual Collocation Appendix may not be identical to the language used in the Physical Collocation Appendix, the intention is the same. Therefore, Level 3 takes the same position as detailed above.

Q: IS THIS A DEPARTURE FROM SBC’S PRIOR AGREEMENT AND PRACTICE WITH SBC?

A: Yes. Level 3 and SBC in its prior contract agreed upon language that adequately balanced the respective interests of the parties, such prior language being devoid of the terms SBC seeks to have the Commission adopt in this proceeding. Here SBC is attempting to include new, more onerous language that serves no other purpose than inappropriately vesting a critical, unconstrained determination in the hands of SBC. Given that Level 3 and SBC have not had any difficulties operating under the prior language, there is no reasonable basis to depart from that practice.

Q: WOULD YOU SUMMARIZE WHAT LEVEL 3 IS SEEKING IN RESPECT TO THIS ISSUE?

A: The decision by the Commission needs to strike a balance between Level 3's rights to timely collocate its equipment and SBC's right to require that equipment that is not appropriate to be collocated isn't. It is inappropriate and unreasonable to tip this balance in favor of the incumbent provider and holder of the collocation space to the detriment of a competitor such as Level 3, especially given the incentives that SBC has to deny Level 3 collocation space separate and apart from the propriety the equipment to be collocated. SBC has adequate protections and processes in place in the agreement to rectify any collocation situation it believes is improper. For these reasons, the Commission should deny SBC's request and not adopt the language suggested.

Q: DOES THIS CONCLUDE YOUR TESTIMONY?

A: Yes. I reserve the right, however, to modify or supplement my testimony, as may be appropriate.

END OF TESTIMONY